SUPREME COURT, U.S.
FILED
OCT 2 1964
JOHN F. DAVIS, CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1963

No. 457

PAN-AMERICAN LIFE INSURANCE COMPANY,

Petitioner,

v.

ABRAHAM RAIJ,

Respondent.

BRIEF OF RESPONDENT

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RESPONDENT'S POSITION

Respondent, Abraham Raij, respectfully submits to this Honorable Court that the petition for certiorari is without merit and should be denied for the following reason: the facts and law of this case are identical with those found in the case of PAN-AMERICAN LIFE INSURANCE COMPANY, v. MARIE LORIDO, 84 S. Ct. 1905; 376 U.S. 968. As in the Lorido case, Supra, the petitioner issued its life insurance policy on the life of the respondent and delivered the same to the respondent in Cuba. According to the terms of the policy which is the basis for the instant case, all payments by both parties were to be made in United States currency in New

Orleans, Louisiana. There are two slight differences between the cases on the facts as follows:

1). In the Lorido case, the insured had died, thereby obligating the petitioner insurance company therein to pay the proceeds of the policy to the named beneficiary, whereas in the instant case, the type of policy is a twenty-year endowment which the respondent desires to keep in full force and effect, and

2). In the Lorido case, the parties had entered into a novation changing the currency from United States dollars to Cuban pesos, whereas in the case at bar no such novation was made.

Both cases:

(a) involved the same insurance company,

(b) initiated in the Circuit Court of the Eleventh District in and for the State of Florida, thence were appealed to the District Court of Appeals of the Third District of Florida, thence to the Supreme Court of the State of Florida per Writ of Certiorari and lastly by petition and Certiorari to the Supreme Court of the United States, and

(c) contain the same questions and argument by petitioner and the same reasons for the allowance of the writ.

CONCLUSION

It is respectfully submitted that the Lorido case is identical with the instant case and the holding therein should be applied to the case at bar for the reasons given in the Lorido case and the petitioner's petition for Writ of certiorari should be denied.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21 day of October, 1964, a true copy of the foregoing Brief of Respondent was mailed to JAMES A. DIXON, 101 East Flagler Street, Miami, Florida and SAM DANIELS, 1414 Dupont Bldg., Miami, Florida.

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SAMUEL SHERADSKY